



St. Charles Parish
Meeting Agenda
Parish Council
Agenda

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
scpcouncil@st-charles.la.us
<http://www.stcharlesparish-la.gov>

Council Chairman Wendy Benedetto
Councilmembers Carolyn K. Schexnaydre, Snookie Faucheux,
Terrell D. Wilson, Mary Tastet, Paul J. Hogan, Larry Cochran,
Traci A. Fletcher, Julia Fisher-Perrier

Monday, February 18, 2013

6:00 PM

Council Chambers, Courthouse

Final

CALL TO ORDER

PRAYER

Bishop Otis Kenner
Faith Praise & Deliverance Temple

PLEDGE

Bishop Otis Kenner
Faith Praise & Deliverance Temple

APPROVAL OF MINUTES

Regular Meeting - February 4, 2013

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2013-0046 (2/18/2013, Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher,
Fisher-Perrier)

In Memoriam: Gerald A. "Jerry" Spohrer

1 **2013-0049** (2/18/2013, Tastet)

Proclamation: "Lions Month in St. Charles Parish"

2 **2013-0048** (2/18/2013, Hogan)

Proclamation: "Disability Awareness Month in St. Charles Parish"

3 **2013-0047** (2/18/2013, Hogan)

Proclamation: "Arc Fest in St. Charles Parish"

2013-0051 (2/18/2013, Fletcher)

In Recognition: Ronald J. Perry, Planning & Zoning Commission

2013-0050 (2/18/2013, Benedetto)

In Recognition: Timothy S. Blanchard, Zoning Board of Adjustments

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2013-0040 (2/18/2013)

Department of Wastewater

2013-0041 (2/18/2013, St. Pierre, Jr.)

Parish President Remarks/Report

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, March 11, 2013, 6:00 pm, Council Chambers, Courthouse, Hahnville

4 2013-0042 (2/18/2013, St. Pierre, Jr., Department of Public Works)

An ordinance to approve and authorize the execution of Amendment No. 3 to Ordinance No. 06-12-23, which approved a Professional Services Contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish to exercise the extension provision of said contract.

Legislative History

2/18/13

Parish President

Introduced

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

(No items)

RESOLUTIONS

20 2013-0052 (2/18/2013, St. Pierre, Jr., Department of Finance)

A resolution adopting a Louisiana Compliance Questionnaire as a required part of St. Charles Parish's annual financial and compliance audit.

Legislative History

2/18/13

Parish President

Introduced

27 2013-0053 (2/18/2013, Schexnaydre, Fauchaux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier)

A resolution authorizing the issuance of a Special License to Luling-Boutte Lions Club to conduct a Super Bingo.

Legislative History

2/18/13

Council Member(s)

Introduced

29 2013-0043 (2/18/2013, Hogan)

A resolution requesting that the St. Charles Parish Administration send a letter to FEMA indicating that the Parish does not accept FEMA's current approach to the mapping of the Parish's non-accredited levee systems and that it prepares and submits, prior to the deadline date for appeals, an appeal to the current mapping approach which shall include supporting data and documentation upon FEMA providing the Parish with guidance regarding a revised levee analysis and mapping approach to be used in determining the impact of the non-accredited levees.

Legislative History

- 2/18/13 Council Member(s) Introduced
- 30 **2013-0054** (2/18/2013, Hogan)
 A resolution requesting the Louisiana Department of Transportation & Development reconfigure the existing striping on the I-310 railroad overpass approaching the traffic signal light for Highway 90 eastbound in Boutte to provide for two lanes of travel.
- Legislative History
- 2/18/13 Council Member(s) Introduced
- 31 **2013-0039** (2/18/2013, Benedetto, Fletcher)
 A resolution approving the contract renewal with Guidry Associates LLC, as the Legislative Liaison for the River Region Caucus, under a two year Agreement.
- Legislative History
- 1/9/13 River Region Caucus Recommended Approval Parish Council
 unanimously supported renewing the Liaison's contract contingent upon each Parish adopting a resolution confirming the contract
- 2/18/13 Council Member(s) Introduced

APPOINTMENTS

- 2013-0044** (2/18/2013)
 A resolution to appoint a member to the Library Service District Board of Control.
On March 11, 2013 the Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Ms. Ingrid Adams. Five (5) year term to begin April 1, 2013 and expire April 1, 2018.
- Legislative History
- 1/10/11 Parish Council Enacted Legislation
 Ms. Ingrid Adams appointed to the Library Service District Board of Control on January 10, 2011, per Resolution No. 5801
 Term: January 10, 2011 - April 1, 2013
- 33 **2013-0045** (2/18/2013)
 A resolution appointing a member to the Sunset Drainage District.
Authorize advertisement of vacancy and authorize the forwarding of Petition Signatures to the Sunset Drainage District Board for verification. Term of Mr. Curlis J. Matherne to expire May 9, 2013. Five (5) year term to begin May 9, 2013 and expire May 9, 2018.
- Legislative History
- 5/5/08 Parish Council Enacted Legislation
 Mr. Curlis J. Matherne appointed to the Sunset Drainage District on May 5, 2008, per Resolution No. 5545
 Term: May 9, 2008 - May 9, 2013

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

- 2013-0056** (2/18/2013, St. Pierre, Jr.)
 Executive Session: United States District Court No. 10-1557, Section B - Bayou Fleet Partnership, LLP vs. St. Charles Parish
- 2013-0055** (2/18/2013, Benedetto)
 Executive Session: Mayor Mitchell J. Landrieu vs. St. Charles Parish Council, Et Al; Civil District Court for the Parish of Orleans, Case Number 2012-08721

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.**MEETINGS**

ZONING BOARD OF ADJUSTMENT: Thursday, 2/21/13, 7PM Council Chambers
HOUSING AUTHORITY: Tuesday, 2/26/13, 6PM, Council Chambers
HOSPITAL BOARD: Wednesday, 2/27/13, 9AM, Council Chambers
COASTAL ZONE ADVISORY COMMITTEE: Thursday, 2/28/13, 6:30PM, Council Chambers
CIVIL SERVICE BOARD: Tuesday, 3/5/13, 6:30PM, Council Chambers
PLANNING & ZONING: Thursday, 3/7/13, 7PM, Council Chambers
911 COMMUNICATIONS DISTRICT: Monday, 3/11/13, 5PM, Sheriff's Office - Judge Edward Dufresne Parkway, Luling

ANNOUNCEMENTS

*****PLEASE NOTE THAT THERE WILL BE A THREE (3) WEEK LAPSE BETWEEN COUNCIL MEETINGS. THE NEXT REGULAR COUNCIL MEETING WILL BE HELD ON MONDAY, MARCH 11, 2013.**

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2013-0049

PROCLAMATION

WHEREAS, through services, Lions Clubs have impacted the lives of millions of people; and,

WHEREAS, the Lions engage our youth – by helping to organize and participate in service projects which may include school or community facility cleanups or a visit to a home for senior citizens or a children's hospital; and,

WHEREAS, the Lions share the vision – by planning vision health projects in working with the visually impaired, by organizing vision screenings, volunteering at nearby Lions Eyeglass Recycling Centers, and by organizing an eyeglass collection; and,

WHEREAS, the Lions relieve the hunger – by organizing food drives and projects to feed the hungry, to help alleviate hunger by planning events to collect and distribute food; and,

WHEREAS, the Lions protect of environment – by implementing projects that improve and protect the environment which may include organizing a highway cleanup, planting trees, or planning a community "Earth Day" event; and,

WHEREAS, it is the desire of the Parish Council and the Parish President to bring this most worthy organization to the attention of the Citizens of St. Charles Parish.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MARCH 2013 AS

**"LIONS MONTH
IN ST. CHARLES PARISH"**

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

CLAYTON FAUCHEUX, JR.
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

LARRY COCHRAN
COUNCILMAN, DISTRICT V

MARY TASTET
COUNCILWOMAN, DISTRICT II

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

Lions month

2013-0048**PROCLAMATION**

WHEREAS, the Arc of St. Charles is a non-profit organization committed to providing services and support that enable people of all ages with developmental and intellectual disabilities and special needs to attain their potential; and,

WHEREAS, the Arc strives to promote and maintain a high level of professionalism in all areas and to maximize all resources, human and financial, in the interest of helping all persons with intellectual and developmental disabilities and special needs; and,

WHEREAS, the Arc is the world's largest community based organization of and for people with intellectual and developmental disabilities; and,

WHEREAS, the Arc provides an array of services and support for families and individuals and includes over 140,000 members affiliated through more than 850 state and local chapters across the Nation; and,

WHEREAS, the Arc is devoted to promoting and improving supports and services for all people with intellectual and developmental disabilities; and,

WHEREAS, it is important that every individual and family affected by intellectual and developmental disabilities have access to the information, advocacy, and skills they need to participate as active citizens of our democracy and active members of their community; and,

WHEREAS, the Arc works to ensure that people with intellectual and developmental disabilities and their families have the support they need to live an ordinary decent American life; and,

WHEREAS, people with intellectual and developmental disabilities and their families are valued, respected, and included in all communities; they direct their own lives and can choose services and support from many available sources; and they are empowered through nonprofit advocacy. State and Federal Governments administer programs and set a budget that meet everyone's needs.

NOW, THEREFORE BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF **MARCH 2013 AS**

DISABILITY AWARENESS MONTH**IN****ST. CHARLES PARISH**

BE IT FURTHER RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY URGE THAT THE CITIZENS OF ST. CHARLES PARISH GIVE FULL SUPPORT TO EFFORTS TOWARD ENABLING PEOPLE WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES TO LIVE PRODUCTIVE LIVES AND ACHIEVE THEIR POTENTIAL.

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

CLAYTON FAUCHEUX, JR.
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

LARRY COCHRAN
COUNCILMAN, DISTRICT V

MARY TASTET
COUNCILWOMAN, DISTRICT II

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

2013 Disability Awareness Month

2013-0047**PROCLAMATION**

WHEREAS, the Arc of St. Charles is a non-profit organization committed to providing services and support that enable people of all ages with developmental and intellectual disabilities and special needs to attain their potential; and,

WHEREAS, the Arc strives to promote and maintain a high level of professionalism in all areas and to maximize all resources, human and financial, in the interest of helping all persons with intellectual and developmental disabilities and special needs; and,

WHEREAS, the Arc will be hosting its Twelfth Annual "Arc Fest" on Saturday, March 2, 2013, 8:00 am to 10:00pm, and Sunday, March 3, 2013, 8:00 am to 8:00 pm; and,

WHEREAS, proceeds from "Arc Fest" benefit the participants and services of The Arc of St. Charles.

NOW, THEREFORE BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SATURDAY, MARCH 2, 2013 AND SUNDAY, MARCH 3, 2013, AS

"ARC FEST IN ST. CHARLES PARISH"

AND ENCOURAGE ALL CITIZENS IN THE PARISH TO ATTEND THE FESTIVAL AT THE WEST BANK BRIDGE PARK.

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

CLAYTON FAUCHEUX, JR.
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

LARRY COCHRAN
COUNCILMAN, DISTRICT V

MARY TASTET
COUNCILWOMAN, DISTRICT II

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

2013 Arc Fest PCL

2013-0042

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of Amendment No. 3 to Ordinance No. 06-12-23, which approved a Professional Services Contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish to exercise the extension provision of said contract.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 06-12-23 on December 18, 2006 approving and authorizing the execution of a Professional Services contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish through December 31, 2011; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 11-12-12 on December 19, 2011 approved Amendment No. 1 to said Professional Services Contract to extend the contract through June 30, 2012; and,

WHEREAS, the Contract provides that "upon written mutual agreement between the Parish and the Contractor, this Contract may be extended, by ordinance of the Parish Council, for an additional five (5) year period, conditioned upon the approval of a dedicated funding source for Mosquito Control Services."; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance 12-3-6 to extend said contract an additional five years; but, Ordinance 12-3-6 contained the contract conclusion date of December 31, 2015 instead of December 31, 2016 resulting in a four (4) year extension; and,

WHEREAS, it was intention of the St Charles Parish Council to execute the full five (5) year extension of the contract.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 3 to Ordinance 06-12-23 is hereby approved extending said contract through December 31, 2016.

SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 3 on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

AMENDMENT NO. 3
TO
CONTRACT AGREEMENT
FOR
MOSQUITO CONTROL PROGRAM

BE IT KNOWN, that on this _____ day of _____ 2013,

ST. CHARLES PARISH, herein represented by V. J. St. Pierre, Jr, Parish President,
15045 River Road, Post Office Box 302, Hahnville, LA 70057, duly authorized by
Ordinance No. _____ adopted on March _____, 2013

AND

ST. CHARLES MOSQUITO CONTROL, INC., herein represented by Greg Rittner,
President, 1061 Rue la Cannes, Luling, LA 70070,

HEREBY AGREE THAT,

In accordance with the provisions of Ordinance No.06-12-23 adopted by the St. Charles Parish Council on December 18, 2006 and the Contract Agreement, duly executed on the 28th day of December 2006, the Contract for Mosquito Control Services in St. Charles Parish is hereby extended for a five (5) year period. Said extension is in accordance with Section 9.00 of the Contract and shall be for the period January 1, 2012 through December 31, 2016.

All other provisions of said Contract Agreement shall remain as first written.

AMENDMENT NO. 3

ST. CHARLES PARISH

WITNESS:

BY: _____

V. J. St. Pierre, Jr.
Parish President

ST. CHARLES MOSQUITO CONTROL, INC.

WITNESS:

BY: _____

Greg Rittiner
President

2012-0112

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT

ORDINANCE NO. 12-3-6

An ordinance to approve and authorize the execution of Amendment No. 2 to Ordinance No. 06-12-23, which approved a Professional Services Contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish to exercise the extension provision of said contract.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 06-12-23 on December 18, 2006 approving and authorizing the execution of a Professional Services contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish through December 31, 2011; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 11-12-12 on December 19, 2011 approving Amendment No. 1 to said Professional Services contract to extend the contract through June 30, 2012; and,

WHEREAS, the Contract provides that "upon written mutual agreement between the Parish and the Contractor, this Contract may be extended, by ordinance of the Parish Council, for an additional five (5) year period, conditioned upon the approval of a dedicated funding source for Mosquito Control Services."; and,

WHEREAS, it is the desire of the Parish Council and the Parish President to exercise the extension provision of said contract for the full five (5) year period.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 2 to Ordinance No. 06-12-23 is hereby approved extending said Contract through December 31, 2015.

SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 2 on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, NUSS

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 26th day of March, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: ACTING SECRETARY: Calli MadewOLVD/PARISH PRESIDENT: 3-27-12APPROVED: V DISAPPROVED: _____PARISH PRESIDENT: VJRETD/SECRETARY: 3-28-12AT: 8:55 am RECD BY: cm

AMENDMENT NO. 2
TO
CONTRACT AGREEMENT
FOR
MOSQUITO CONTROL PROGRAM

BE IT KNOWN, that on this 16 day of April, 2012,

ST. CHARLES PARISH, herein represented by V. J. St. Pierre, Jr, Parish President,
15045 River Road, Post Office Box 302, Hahnville, LA 70057, duly authorized by
Ordinance No. 12-3-6 adopted on March 26, 2012

AND

ST. CHARLES MOSQUITO CONTROL, INC., herein represented by Greg Rittner,
President, 1061 Rue la Cannes, Luling, LA 70070,


HEREBY AGREE THAT,

In accordance with the provisions of Ordinance No.06-12-23 adopted by the St. Charles Parish Council on December 18, 2006 and the Contract Agreement, duly executed on the 28th day of December 2006, the Contract for Mosquito Control Services in St. Charles Parish is hereby extended for a five (5) year period. Said extension is in accordance with Section 9.00 of the Contract and shall be for the period July 1, 2012 through December 31, 2015.

All other provisions of said Contract Agreement shall remain as first written.

AMENDMENT NO. 2

ST. CHARLES PARISH

BY: 
V. J. St. Pierre, Jr.
Parish President

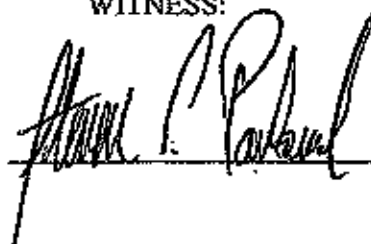
WITNESS:



ST. CHARLES MOSQUITO CONTROL, INC.

BY: 
Greg Rittiner
President

WITNESS:



2011-0392

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT

ORDINANCE NO. 11-12-12

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 06-12-23, which approved a Professional Services Contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish to extend said contract through June 30, 2012.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 06-12-23 on December 18, 2006 approving and authorizing the execution of a Professional Services contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish through December 31, 2011; and,

WHEREAS, the Contract provides that "upon written mutual agreement between the Parish and the Contractor, this Contract may be extended, by ordinance of the Parish Council, for an additional five (5) year period, conditioned upon the approval of a dedicated funding source for Mosquito Control Services."; and,

WHEREAS, in lieu of a five year extension, at this time, it is the desire of the Parish Council and the Parish President to extend the Contract for a six (6) month period to allow the new Council to evaluate the current contract prior to making a final decision on its possible five (5) year extension.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to Ordinance No. 06-12-23 is hereby approved extending said Contract through June 30, 2012.

SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 1 on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS

NAYS: NONE

ABSENT: AUTHEMENT

And the ordinance was declared adopted this 19th day of December, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
 SECRETARY: [Signature]
 CLVD/PARISH PRESIDENT: December 20, 2011
 APPROVED: _____ DISAPPROVED: _____
 PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: December 21, 2011
 AT: 8th San RECD BY: BGT^{VB}

AMENDMENT NO. 1
TO
CONTRACT AGREEMENT
FOR
MOSQUITO CONTROL PROGRAM

BE IT KNOWN, that on this 22nd day of December, 2011,

ST. CHARLES PARISH, herein represented by V. J. St. Pierre, Jr, Parish President, 15045 River Road, Post Office Box 302, Hahnville, LA 70057, duly authorized by Ordinance No. 11-12-12 adopted on December 19, 2011

AND

ST. CHARLES MOSQUITO CONTROL, INC., herein represented by Greg Rittner, President, 1061 Rue la Carnee, Luling, LA 70070,

HEREBY AGREE THAT,

In accordance with the provisions of Ordinance No.06-12-23 adopted by the St. Charles Parish Council on December 18, 2006 and the Contract Agreement, duly executed on the 28th day of December 2006, the Contract for Mosquito Control Services in St. Charles Parish is hereby extended for a six (6) month period. Said extension is in accordance with Section 9.00 of the Contract and shall be for the period January 1, 2012 through June 30, 2012.

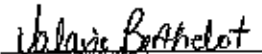
It is hereby agreed and acknowledged, by both parties, that although Section 9.00 allows for an extension of five (5) years, the contract is only being extended for a six (6) month period.

All other provisions of said Contract Agreement shall remain as first written.

ST. CHARLES PARISH

WITNESS:

BY: 

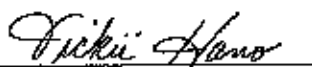


V. J. St. Pierre, Jr.
Parish President

ST. CHARLES MOSQUITO CONTROL, INC.

WITNESS:

BY: 



Greg Rittner
President

Best

2006-003

INTRODUCED BY: BRIAN A. FARRE, CHAIRMAN
CONTRACT/REFERENCE AND ADMINISTRATIVE COMMITTEE
ORDINANCE NO. 12-23

WHEREAS, the St. Charles Parish Council has recognized the need to continue its Mosquito Control Program to promote, protect and preserve the general welfare, safety and health of the citizens of St. Charles Parish, Louisiana, and the St. Charles Parish Council adopted Resolution No. 5374 on October 2, 2006, which approved the Contract Documents and Specifications for a Mosquito Control Program for St. Charles Parish; and

WHEREAS, the St. Charles Parish Council, through Resolution No. 5374 authorized the St. Charles Parish Council Contract Committee to advertise for Proposals and to issue any Addenda as it deems necessary to the specifications; and,

WHEREAS, the Proposal of St. Charles Mosquito Control, Inc. is provided a Mosquito Control Program for St. Charles Parish to the lowest responsible proposal and is hereby accepted;

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Proposal of St. Charles Mosquito Control, Inc. submitted on November 20, 2006, to provide a Mosquito Control Program in St. Charles Parish be and is hereby accepted.

SECTION II. That the contract documents noted as Resolution No. 5374, EXHIBIT A, EXHIBIT B, EXHIBIT C, EXHIBIT D, Addendum #1, and Addendum #2 attached hereto are hereby deemed to be the Mosquito Control Contract.

SECTION III. That the Parish President is hereby authorized to execute said Contract on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: FARRE, FARBER, GAYLOR, RABIE, RUMOSANTOS, SULLS,
ZUCKER, ZUCKER, ZUCKER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 15th day of November, 2006, to become effective five (5) days after publication in the Official Journal.

Brian A. Farre
Chairman

Albert D. Lague
Parish President

Albert D. Lague
Parish President

Albert D. Lague
Parish President

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Parish President

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Parish President

CONTRACT AGREEMENT

THIS CONTRACT, made this 28th day of December, 2006, by and between St. Charles Parish, 18045 River Road, P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter called "PARISH" and St. Charles Mosquito Control, Inc., doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreement hereinafter mentioned:

1. The CONTRACTOR will commence the Mosquito Control Program for St. Charles Parish on January 1, 2007.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the implementation and operation of the Contract as described herein.

3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum stated therein.

4. The term "CONTRACT DOCUMENTS" include the following items:

(a) EXHIBIT "A"-Request for Proposals - 2006
(b) EXHIBIT "B"-Instructions to Contractors - 2006
(c) EXHIBIT "C"-Contractor's Proposal
(d) EXHIBIT "D"-Mosquito Control Program General Specifications 2006
(e) ADDENDUM No. 1 dated November 3, 2006
(f) ADDENDUM No. 2 dated November 15, 2006

5. The PARISH will pay to the CONTRACTOR in the manner and at such times as set forth in the General Specifications such amounts as required by the CONTRACT DOCUMENTS.

6. This agreement shall be binding upon all parties herein and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties herein have executed, or caused to be executed by their duly authorized officials, this Agreement in (2) copies each of which shall be deemed an original of the date first above written.

DRAWN:

ST. CHARLES PARISH
BY *Albert D. Lague*
ALBERT D. LAQUE
PARISH PRESIDENT

(SEAL)

ATTEST:

Albert D. Lague
Notary Public for the State of Louisiana
Tulahoma, Louisiana

CONTRACTOR:

By *Albert D. Lague*
Title: President
Name: St. Charles Mosquito Control
Address: 18045 River Road
Hahnville, LA 70057

(SEAL)

ATTEST:

Albert D. Lague

EXHIBIT "A"

REQUEST FOR PROPOSALS - 2006

For a Mosquito Control Program
in
St. Charles Parish

Sealed Proposals are invited and will be received by St. Charles Parish, 18045 River Road, P. O. Box 302, Hahnville, Louisiana 70057, for a Mosquito Control Program for said Parish.

Proposals shall be made on the Proposal Form and in accordance with instructions to Contractors furnished by St. Charles Parish, Office of the Parish President.

The defined terms appearing in the General Specifications apply to all Contract Documents.

Proposals shall be made upon forms published by the Parish. The Parish will furnish copies of the Contract Documents and form of Contract to prospective Contractors upon request.

Proposals shall be delivered to, and be on file with, the Parish on or before Friday, November 10, 2006, 10:00 a.m. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Mosquito Control Program".

Proposals will be publicly opened and read in 10:00 a.m., on the aforementioned date in the Council Chambers of the Parish Courthouse, 18045 River Road, Hahnville, Louisiana. The selected Contractor will be awarded the contract through an ordinance of the Parish Council approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law.

A proposal bond or certified check shall accompany the Proposal, in accordance with the instructions to Contractors.

The Parish reserves the right to reject any or all Proposals, to waive irregularities and/or inaccuracies in any Proposal, and to make and award in any manner, consistent with law, deemed in the best interest of the Parish.

A pre-proposal conference shall be held on Thursday, November 2, 2006, at 6:00 p.m. in the Council Chambers of the St. Charles Parish Courthouse, 18045 River Road, Hahnville, Louisiana.

Parish: October 12, 2006
October 18, 2006
October 25, 2006

2006

CONTRACT DOCUMENTS

&

SPECIFICATIONS

MOSQUITO CONTROL PROGRAM

FOR

ST. CHARLES PARISH
LOUISIANA

Prepared 5-18-06
Revised 8-28-06

EXHIBIT "B"

INSTRUCTIONS TO CONTRACTORS - 2006

MOSQUITO CONTROL PROGRAM

1. RECEIPT AND OPENING OF PROPOSALS

The Parish of St. Charles (the "Parish") invites and will receive Proposals on the forms attached hereto, all information on which shall be appropriately filed in. Proposals will be received at the Office of the Parish President until 10:00 a.m., Friday, September 8, 2006, and publicly opened and read aloud in the Council Chambers of the Parish Courthouse, 18045 River Road, Metairie, Louisiana, at 10:00 a.m. on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to the Parish President's Office, Parish of St. Charles, P. O. Box 302, 18045 River Road, Metairie, Louisiana, 70007, and clearly marked "Proposal for Mosquito Control Program".

2. PREPARATION OF PROPOSAL

All Proposals shall be prepared and signed by the Contractor in the form attached hereto and without removal from this bound pamphlet. Additional copies of the Proposal Form may be obtained from the Parish upon request. All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten, in both words and figures. Contractors must submit a lump sum proposal as shown on Exhibit "C".

If the lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new lump sum entered above or below it, and initialed by the Contractor's sign.

The proposals received will be compared on the basis of the lump sum amount, the experience and capability of the firm, experience of key personnel, and previous experience in mosquito control programs. In case of a discrepancy between the amount shown in numbers and written out in words, the price as written out in words in the Proposal shall govern and any errors found in numbers shall be corrected.

Each Proposal, together with appropriate schedules, shall be submitted in a sealed envelope bearing on the outside the name of the Contractor, his address, and clearly marked "Proposal for Mosquito Control Program". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The Parish may consider irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any irregularities in regard to any and all Proposals.

Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified shall not be considered.

3. PROFORMA SECURITY AND EVIDENCE OF INSURANCE

Each Proposal shall be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to five percent (5%) of the annual contract price, as a guarantee on the part of the Contractor that he will, if selected to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the Parish and the selected Contractor), to do the work covered by such Proposal and at the rates stated therein and in further a separate study for its benefit and entire fulfillment. Checks and bonds will be returned promptly when the Parish and the selected Contractor have executed a Contract or, if no Contractor's Proposal has been selected within ninety (90) days after the date of the opening of Proposals upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

Each Proposal shall be accompanied by a certificate of insurance evidencing the coverage set forth in Section 10.06 of the General Specifications.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contractor shall be deemed as having been awarded when formal notice of award shall have been mailed by the Parish to the Contractor by certified mail, return receipt requested.

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract on the form attached herein (or such form as may mutually be agreed upon by the Parish and the selected Contractor) and to furnish insurance certificates, if so required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, Contractor will be considered to have abandoned all his rights and interests in the award, and Contractor's proposal security may be deemed forfeited to the Parish as liquidated damages and the award may then be made to the next best qualified Contractor or the work redone at the expense of the Parish as may be determined.

5. SECURITY FOR PERFORMANCE

The Proposal shall be accompanied by a letter from a disinterested party satisfactory to the Parish stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectually dated copy of the power of attorney attached hereto.

The successful Contractor will be required to furnish a performance bond as security for the faithful performance of his Contract. Said performance bond must be in an amount equal to 50% of the annual contract price, over the term of the Contract.

Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana, having an A- or better bond rating in accordance with A.M. Best Rating Classification.

6. POWER OF ATTORNEY

Attorney-in-fact who signs bonds shall file with each bond a certified and effectually dated copy of their power of attorney.

7. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidents necessary to fully complete said work in accordance with the Contract Documents.

8. CONDITIONS

Each Contractor shall fully acquaint himself with conditions relating to the scope and conditions attending the execution of the work under this Contract. Contractors shall thoroughly examine and be familiar with the Specifications.

The failure or omission of any Contractor to receive or examine any form, instruction, addendum or other document, or to acquaint himself with existing conditions, shall in no way relieve him of any obligations with respect to his Proposal or to the Contract. The Parish shall make all such documents available to the Contractor.

The Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in said order and form in any emergency or crisis, without recourse to the Parish.

The Contractor's attention is directed to the fact that all applicable Federal laws, State laws, Parish ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9. ADDENDUM AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the Parish in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Contractor. Every request for such explanation shall be in writing addressed to the Parish President's Office - Parish of St. Charles, P. O. Box 302, Metairie, Louisiana, 70007, Attn: Timothy J. Vol, Chief Administrative Officer. Any verbal statements regarding award by any person, previous to the award, shall be unauthoritative and not binding.

Addenda issued to Contractor prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

No reply should be received within seven (7) working days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such instructions and any supplemental instructions will be in the form of written Addenda which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Contractors (at the respective addresses furnished for such purposes), not later than the (2) days prior to the date fixed for the opening of Proposals.

10. NAME, ADDRESS AND LEGAL STATUS OF THE CONTRACTOR

The Proposal shall be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also give the state of incorporation.

Any foreign corporation should provide a certificate from the Secretary of State that the corporation is qualified to do business in Louisiana and is in good standing. Partnerships or individual Contractors are required to state in the Proposal the names of persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with Parish and State and telephone number, must be given after his signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Accepting a Proposal as an agent of another or others must be subject with the Proposal, legal evidence of his authority to do so.

11. COMPETENCY OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The Parish reserves the right to determine the competency and responsibility of a Contractor from its knowledge of the Contractor's qualifications or from other sources.

The Parish shall require submission with the Proposal of certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor. The Contractor will be required to furnish the following information unless he writes and files by mail:

- An itemized list of the Contractor's equipment available for use on the Contract.
- A copy of the latest available certified financial statement of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- Evidence that the Contractor is in good standing in the State of Louisiana, and, in the case of corporations organized under the laws of any other State, evidence that the Contractor is licensed to do business in the State of Louisiana or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

In the event that the Parish shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information as well as to file by mail:

- Evidence that the Contractor is capable of commencing performance as required in the Contract Documents.
- Evidence, in form and substance satisfactory to the Parish, that Contractor has been in existence as a going concern for at least six (6) years and possesses not less than ten (10) years' actual operating experience as a going concern in mosquito control.
- Evidence, in form and substance satisfactory to the Parish, that Contractor possesses as a going concern the managerial and financial capability to perform all phases of the work called for in the Contract Documents.

- (d) Evidence, in form and substance satisfactory to the Parish, that Contractor's experience as a going concern in mosquito control dates from operation of comparable size to that contemplated by the Contract Documents.

- (e) Such additional information as will satisfy the Parish that the Contractor is adequately prepared to fulfill the Contract.

The Contractor may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.

12. DISQUALIFICATIONS OF CONTRACTOR

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and termination of his Proposal.

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standing of workmanship as submitted or from past performance of contracts similar in scope.
- (d) Default on a previous purchase or mortgage contract by failure to perform.

13. BASIS OF PROPOSAL

Proposals with respect to mosquito control are solicited on the basis of the lump sum proposal. The lump sum, as written out in words in the Proposal, shall govern and any errors found will be corrected. The proposals will also be compared based on the Expanded Mosquito Surveillance Protocol, Expanded Transmission Suppression, experience and capability of the firm, experience of key personnel and previous experience in mosquito control programs.

14. QUANTITIES

The Parish has listed certain quantities in the Contract which are to be the minimum control requirements; however, the contractor shall be required to provide all services necessary to comply with the Contract requirements.

15. METHOD OF AWARD

The Parish reserves the right not to accept any Proposal or, to reject any or all Proposals, and to waive defects or irregularities in a Proposal. In particular, any irregularities, errors or misstatements of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the Parish. The Parish intends that the Contract shall be awarded within ninety (90) days following the date Proposals are publicly opened and read.

EXHIBIT "C"

CONTRACTOR'S PROPOSAL - 2006

FOR

MOSQUITO CONTROL PROGRAM

TO: The President of the Parish of St. Charles
10045 River Road (P.O. Box 302)
Hahnville, LA 70057

Proposed by St. Charles Mosquito Control, Inc.

(a corporation duly organized under the laws of the State of Louisiana)

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for a Mosquito Control Program for St. Charles Parish, does hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents at the rates (expressed in words and figures) hereinafter set forth:

Lump Sum: Eight hundred Fifty-two Thousand Six Hundred Ninety Dollars and
No Cents per year.
\$ 852,619.00

Note: Additional pricing required in Section 12.02

St. Charles Mosquito Control, Inc.

CONTRACTOR

BY

TITLE President

PRINCIPAL OFFICE

ADDRESS 558 Levee St.

Barry LA 70058

(Day) (Even) (Op Code)

PARISH Jefferson

TELEPHONE (504) 356-0284

EXHIBIT "D"

MOSQUITO CONTROL PROGRAM

FEDERAL SPECIFICATIONS - 2006

1.00 DEFINITIONS

- 1.01 Contract Documents
- 1.02 Contractor
- 1.03 Parish

2.00 SCOPE OF WORK

- 2.01 Inspection/Suppression
- 2.02 Expanded Control
- 2.03 Biological Control
- 2.04 Control of Mosquitoes

3.00 OPERATIONS

- 3.01 Contractor To Make Recommendation
- 3.02 Governmental Approval
- 3.03 Housing
- 3.04 Mosquito
- 3.05 Program Schedule
- 3.06 Office
- 3.07 Permit/Contract
- 3.08 Records

4.00 COMPLIANCE WITH LAWS

5.00 EFFECTIVE DATE

6.00 TERMINATION

7.00 LIABILITY

8.00 LICENSES AND TAXES

9.00 TERM

10.00 INSURANCE

11.00 BOND

- 11.01 Performance Bond
- 11.02 Payment Bond

12.00 BASIS AND METHOD OF PAYMENT

- 12.01 Rates
- 12.02 Additional Compensation
- 12.03 Contractor's Office in Parish

13.00 TRANSFERABILITY OF CONTRACT

14.00 METHOD OF SERVICE

15.00 PREFERENCE

1.00 DEFINITIONS

1.01 Contract Documents - The Request for Proposal, Instructions to Contractors, Contract Specifications, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the Parish and the Contractor.

1.02 Contractor - The person, corporation, partnership, or joint venture performing the Mosquito Control Program under contract with the Parish.

1.03 Parish - Parish of St. Charles.

2.00 SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

The Contractor is to provide a program of mosquito abatement through an integrated pest management approach, as described in the EPA LMDA training manual, as well as inspection and surveillance to determine specific risks and extent of control measures applied.

The Contractor must abide by and show proof of compliance of all applicable laws and regulations regarding the use of pesticides and container disposal. All power equipment used to apply chemicals will be certified by the Louisiana Department of Agriculture. Contractor shall at all times maintain a full-time staff member working within St. Charles Parish certified in the B1 category (Mosquito Control Supervisor) of the Louisiana Department of Agriculture. A copy of this certificate is to be submitted to the Parish on a yearly basis.

2.01 Inspection/Surveillance

(a) Mosquito Larvae

Inspectors shall locate and map or otherwise record mosquito breeding sites. Resulting data will be used in subsequent larvicide and adulticide programs.

Inspection for mosquito larvae must be conducted using standard mosquito survey techniques. Surfactant dips with a standard mosquito dipper must be made to determine the larval density in breeding sites. Records of such inspections will show larval density at a station on a regular basis of 1-5, 5-20, and 20+ per dip. Representative samples from each breeding site must be collected and identified as to genus and species whenever practical. Resulting data will be used in determining larvicide and adulticide needs as well as in evaluation of said treatments.

(b) Mosquito Adults

Surveillance for adult mosquitoes will be conducted primarily through the use of standard mosquito light traps and landing rates. A minimum of twenty (20) such traps will be operated three (3) times each week during the mosquito breeding season. A landing rate will also be taken at each site. This schedule may be reduced or suspended during periods of low temperature provided the Contractor gives prior notice to the Parish. Light trap collections will be identified and reported as to the number of mosquitoes of each pest species collected per light trap per collection night.

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Landing rates will be recorded as mosquito/minute and identified to species. In addition to the current methods of collecting mosquitoes for testing of virus activity, control chicken flocks shall be utilized, along with samples of bird insects and bird blood for testing during the period of April through October.

(c) Entomologic Surveillance

Polymerase Chain Reaction (PCR) technology may be used for the detection of mosquito borne arboviruses. The Contractor shall provide all equipment, supplies, personnel, and other items necessary to conduct this program. Samples will be taken weekly and tested, at a minimum, during the period of June through September and may be expanded if conditions warrant. Samples shall be taken from areas representative of the Parish's various biotopes.

Upon authorization by the Parish President, Contractor agrees to conduct Expanded Entomologic Surveillance Protocol as per Exhibit E (attached). The Parish President reserves the right to cancel said approval at any time during the contract.

NOTE: The description of larval and adult inspection/surveillance techniques provided herein is not intended to exclude additional techniques, rather it is intended to represent minimal efforts required.

2.02 Chemical Control

(a) Adult Mosquito Control

Application of chemicals for adult mosquito control must be made by vehicle mounted Ultra Low Volume (ULV) sprayers, threshold sprayers and thermal foggers, and/or aircraft equipped for ULV spraying.

Vehicle mounted ULV sprayers must be equipped with a flow control system that is used in conjunction with radar ground speed sensors to adjust flow rate to vehicle speed with a minimum of three pre-programmed rates. Additionally, the spray vehicle must be equipped with a map and tracking system to report time, location, speed and direction of the vehicle, as well as indicating when the sprayer was actively spraying and when it was not spraying.

The exact size of the area to be sprayed for control of adult mosquitoes must be determined by the extent and duration of the mosquito problem encountered, and the necessity to reduce their population to an acceptable level. However, a minimum of two hundred fifty thousand (250,000) acres/5,000 miles of roadway will be sprayed each calendar year. Pesticides used are limited to those approved by Federal and State authorities, and must be applied in accordance with label directions.

Aerial application of insecticides for the control of adult mosquitoes must be made on a minimum of twenty thousand (20,000) acres annually. The aircraft used must be multi-engine design, and equipped to deliver chemical insecticide at Ultra Low Volume rates and meet all FAA regulations for low level operations over congested areas.

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(b) Larval Mosquito Control

Whenever practical, breeding sites found positive for mosquito larvae must be sprayed with pesticides approved for such use by Federal and State authorities. Application must be made using power or hand operated equipment suitable for the chemical being applied, within a maximum distance of 100 feet from the water. A minimum of ten million square feet (10,000,000 sq. ft.) of surface water must be sprayed each calendar year.

As to the case of adult mosquito control, the exact amount of larvicide will be determined by the mosquito problem encountered. However, minimums described above must be met unless visually low mosquito populations prevail. Should such conditions arise, a reduction in the amount of area sprayed will be allowed only at the discretion of St. Charles Parish provided sufficient evidence is presented by the Contractor to justify said reduction, and provided that St. Charles Parish is in agreement with said evidence.

Upon authorization by the Parish President, Contractor agrees to conduct Expanded Entomologic Surveillance Protocol, as per Exhibit E (attached).

2.03 Biological Control - Natural control must be enhanced through the use of mosquito predator fish, *Gambusia affinis*, where appropriate. These may be used in natural and man-made water holding areas. In addition, the fish may be made available to St. Charles Parish residents upon request, at no charge. Residents may use these fish in decorative ponds, and water holding ponds during the fall/winter months.

In areas where the use of mosquito fish is not advisable, and where larvicide is practical, application of a naturally occurring bacteria, BPL, and other biological agents are encouraged to be used.

2.04 Public Education Program - The Contractor shall establish and conduct a Public Education Program, with specific emphasis toward area schools, along with public information releases explaining the causes of mosquito breeding and what residents can do to eliminate mosquito breeding sites.

3.00 OPERATIONS

3.01 Contractor To Make Examination - The Contractor shall make his own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment, time, facilities and materials needed thereon, and the quality of the work to be performed.

The Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue the work without additional compensation, under whatever circumstances which may develop other than as herein provided.

3.02 Governmental Approvals - Before the Parish will accept any proposals on the contract, the Parish's Office will be provided with copies of any agreements, permits or approvals from any governmental agencies having jurisdiction over the operation of the Contractor's business.

The Contractor shall comply with all lawful police, health, sanitary and other regulations imposed by public bodies having jurisdiction during the term of this contract.

3.03 Holidays - The following shall be holidays for purposes of this Contract:

New Year's Day
 Mardi Gras Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of services on the holiday.

3.04 Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. All complaints received must be responded to within 48 hours.

It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify the Parish of its disposition within twenty-four (24) hours after receipt of the complaint by the Contractor. The Parish shall provide to the Contractor a list of complaints received by the Parish each day. The Contractor may obtain this list from the Parish each day either by telephone, fax, and/or personal visit to the Parish.

The Contractor shall provide the Parish with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees or agents.

3.05 Program Evaluation - The Contractor shall provide an adequate number of vehicles for mosquito control services. All vehicles and other equipment shall be kept in good repair, clean appearance and in sanitary condition, acceptable to the Parish, at all times. Each vehicle shall have clearly visible on each side the Parish and telephone number of the Contractor.

(b) **Parish** - In the starting date of the contract, the Contractor shall submit to the Parish: An inventory of each truck to be used, including but not limited to type of truck, type of equipment contained therein, and the truck number.

The same above data should be submitted on any truck that may be used as a substitute.

In the event of equipment breakdown, it shall be repaired promptly. If the equipment can not be repaired promptly, sufficient equipment shall be obtained to properly operate.

The Contractor shall properly protect equipment and place it in the charge of competent operators at all times.

The trucks and movable equipment to be used for this contract shall be marked with numbers 50 _____ that are different for each truck.

The numbers shall be shown clearly on each of the four sides of every truck. Each individual digit of the number shall be at least 3 inches high and 2 inches wide and shall be clearly visible. Each truck must be equipped with either a two-way radio or a cellular phone to ensure communications with the Company dispatcher.

Spray vehicle must be equipped with a map and tracking system to report time, location, speed and direction of the vehicle as well as indicating when the sprayer was actively spraying and when it was not spraying.

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Parish mosquito is to be supplied with a radio or cell phone number which can be in direct contact with the spray truck driver.

(f) Collection

Each vehicle is to be properly calibrated and drip test to be performed on a regular basis. Proper calibration and drip test is to be submitted to the monitor on a monthly basis.

Monitor shall be allowed to make unannounced inspections on vehicles. Chemical samples may be taken for analysis.

3.00 Office - The Contractor shall maintain an office or such other facilities through which it can be contacted by a local telephone number, by residents of all areas of the Parish. The facilities shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on Monday through Friday, excluding holidays defined herein.

If there is an excessive mosquito hatch, spray operations will be extended to weekends, if necessary.

3.07 Point of Contact - All meetings, contacts, etc., between the Contractor and the Parish shall be directed by the Contractor to the Parish President designated agent and by the Parish to the Contractor's manager.

3.08 Reporting - Contractor shall submit the following reports:

- Contractor will submit a daily adjustable trip sheet to contract monitor before 4:00 p.m. This sheet will list areas to be treated that night. At this time, contractor will also submit a daily adjustable sheet for the previous night's spraying which includes area treated, frequency and amount of chemical used, application rate, operator's name, truck speed, truck number and date of spraying.

Contractor will also contact the Contract Monitor the following week day morning to report areas completed the night before.

- Contractor shall submit weekly report which shall include larvae counts, light trap counts, landing rates, and complaints.

- Contractor shall submit a monthly report of activities to reflect adjustable and larvae activities, mosquito hatch results, light-trapping rates, and complaint calls. Report must be received by the contract monitor no later than the 2nd Monday of the month.

- Adjustable Report
List treatment areas or areas treated.
Type and amount of chemical used including application formulation (i.e., Powermax 1.20).
Total number of acres treated.
- Larvae Report
List type of area treated (i.e., marsh, urban, woodland, roadside ditch).
List total acres of each type of area treated.
List number of roadside ditches treated.
Type, formulation rate and amount of chemicals and biological used.

- Light-trapping Report
List number of light traps for each light-trap.
Include location, species and counts.
List monthly landing rate counts. Include location, species and counts.

- Inspection
List by type: marsh, urban, roadside ditch, woodland.
List number of sites inspected for each type site, species found at each and average dip counts.

- Environmental Report
List mosquito species collected from each site.
List mosquito species collected from each site.

- Public Education
List all notices visited and number of notices contacted.
Attach a copy of all notices published, newspapers, newspaper, etc.

- Complaints
List all complaints received by Parish and Contractor. List name, list complaint, results, i.e., landing rate counts, light-trapping rates, etc.
List action taken.

- Annual Report
Report on all of the above categories.

- The contractor shall submit a monthly report of the actual chemicals used, by chemical name and amount used, to the Contract Monitor. This information shall be considered confidential proprietary information and shall not be made a part of the public record.

4.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the compliance of the Contractor where there exists conflicting ordinances of the Parish on the subject.

5.00 TERMINATION DATE

This Contract shall be effective January 1, 2007.

This is a multi-year contract. The continuation of this Contract beyond the present fiscal year of the Parish of St. Charles is contingent upon the availability of funds to fulfill the requirements of the Contract. In the event the Contract is terminated because sufficient monies to provide for continuation of the Contract are not available, the Parish agrees to enter into a just and reasonable termination cost agreement, with the understanding that the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated, except that, upon mutual agreement between the Contractor and the Parish, the Contract may be re-negotiated to provide for shared services by the Contractor within the time of available funds.

6.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

7.00 INDEMNITY

The Contractor will indemnify, save harmless, and defend the Parish, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, penalties, fines, and attorney's fees incident to any work done in performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees, or subcontractors provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Parish and its officers, agents, servants and employees.

8.00 INVOICES AND PAYMENT

The Contractor shall submit all invoices and permits (other than the license and permit) issued by the Contractor and promptly pay all taxes required by the Parish and State.

9.00 TERM

The Contract shall be for the (5) years beginning January 1, 2007, and ending December 31, 2011. Upon written mutual agreement between the Parish and the Contractor, this Contract may be extended, by extension of this Parish Council, by an additional five (5) year period, conditioned upon the approval of a dedicated funding source for Mosquito Control Services.

10.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employee's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including the contractor's liability coverage for the provisions of Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the Parish and before commencement of work hereunder the Contractor agree to furnish the Parish certificate of insurance or other evidence satisfactory to the Parish to the effect that such insurance has been procured and is in force. The certificate shall contain the following agreed obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is requested and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

Furthermore, the Parish shall be named as an additional insured on these policies.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
Employee's Liability	\$ 1,000,000
Body Injury Liability Except Automobile	\$ 1,000,000 each occurrence

Property Damage Liability Except Automobile	\$ 1,000,000 each occurrence
Automobile Bodily Injury Liability	\$ 1,000,000 each occurrence
Automobile Property Damage Liability	\$ 1,000,000 each occurrence
Excess Umbrella Liability	\$ 5,000,000 each occurrence

11.00 BOND

11.01 Performance Bond

- The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of 60% of the equal value of the Contract.

- Penalty for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

- The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana with a minimum of an A- or better bond rating in accordance with A.M. Best Rating Classification.

11.02 Form of Bond - All bonds in fact when sign performance bonds or contract bonds must be with each one a certified and effectively dated copy of their power of attorney.

12.00 PRICE AND METHOD OF PAYMENT

12.01 Price - For Mosquito Control Services required to be performed pursuant to this contract, the charges for the first year shall be the lump sum rates as listed by this Contract, payable in twelve monthly installments, and any additional compensation in accordance with Section 12.02.

The annual compensation payable to the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to the New Orleans - Breaux Region area, published by the United States Department of Labor, Bureau of Labor Statistics. Said adjustment shall be equal to the net percentage change in the CPI or the (3) percent, whichever is less.

12.02 Additional Compensation

- The Contractor is entitled to additional compensation with prior written approval of the Parish if events occur that require increased effort and are beyond the normal scope of the Contract (i.e., hurricanes, flooding, man-made catastrophes, mosquito-borne disease, etc.).

The additional compensation will be determined by using the following cost formula:

- (1) Actual cost of additional chemicals utilized, plus 15% of chemical cost, unless provided by the Parish.

- (2) Actual overtime cost not to exceed 1 1/2 times of base pay paid to contractor's employees, plus .5 times additional overtime cost.

In order to determine the above cost, the Contractor will make available for inspection all accounting records and other financial information to the Parish.

Rates may also be modified when additional areas or types of services to the Parish are required to be provided over and above the scope outlined in these specifications. These rates will be determined by negotiations between the Contractor and St. Charles Parish.

- (3) Actual cost of additional staff hired, on a limited time basis, plus .5 times cost cost.
- (4) The Parish may request and be provided with an audit, performed by an independent Certified Accountant, acceptable to the Parish, of actual expenses as pertaining to this Contract to include, but not limited to, request for additional compensation that the Parish's system appears to be unusual and needs to be at the expense of the Contractor. Such audits shall be furnished to the Parish prior to any additional payment made by the Parish as requested by the Contractor. The Parish must request the audit within sixty (60) days of completion of any request for additional compensation. The Parish may require or request an audit for the actual contract rate used in the contract proposal at the Parish's expense.
- (5) Upon authorization by the Parish President of Expanded Mosquito Surveillance Protocol, as provided in 2.01(g), the Contractor shall be compensated a base fee of \$65,000.00 per eight month surveillance period and shall be provided for any period of a lesser time. The cost shall be based on a monthly basis, during expanded surveillance, at a rate of \$5,000.00 per month as a separate line item on the bill. The Parish President reserves the right to cancel said agreement at any time during the contract.
- (6) Upon authorization by the Parish President of Expanded Transmission Surveillance as provided in Section 2.02(h), and only after completing the minimum control requirements for each parish the Contractor shall be compensated as follows:

Larviciding - Actual cost of larviciding chemicals utilized, plus 25 % of chemical cost, unless provided by the Parish. A report is to be provided with the billing that details the amount of larvicide applied, the location of the application, and the date of the application.

Truck Mounted Adult Mosquito Spraying - \$493.63 per truck assignment which includes all labor, chemicals, equipment, and material. A report is to be attached to every billing to the Parish that details the date and time of the truck assignment, the zone sprayed, the pesticide used, the device name, amount of pesticide used and the application rate and the boundaries of the areas sprayed if it is less than entire zone.

Aerial Adult Mosquito Spraying - Contractor shall charge the Parish \$2.23 per acre which includes all labor, chemicals, equipment, and materials for every acre of the Parish that is sprayed by plane with approved pesticide. The aerial spraying shall be performed with an aerial spray record confirmation report that includes the spray time and application rate of the plane along with the name of the chemical used. Additionally the Parish shall have the right to spray with a global positioning system and a report is to be generated from this device that details the location that the plane while the pesticide is being applied.

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- (7) Failure to submit reports as specified - \$100.00 per day fine, per report, for each day that report is late.

- (8) Failure to satisfactorily resolve citizens' complaints within two work days - \$100.00 per violation.

Such liquidated damages or the Parish President shall elect to collect will be deducted from the monthly payments due the Contractor.

If the Contractor fails to provide the mosquito control services required by this agreement for a period in excess of two (2) consecutive scheduled working days, other than force of civil disturbance or an Act of God beyond the Parish's control, the Parish may take the following action:

- (a) Employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and the Contractor is again able to carry out his operations under the contract.
- (b) Deduct any and all operating expenses incurred by the Parish from any money then due or to become due the Contractor, collect the amount due, either from the Contractor or from the Parish, and also to arrest a lien on all properties of the Contractor.
- (c) If the Contractor is unable, for any cause, to resume performance at the end of three (3) days, all liability of the Parish to the Contractor under this agreement shall cease and the Parish shall be free to negotiate with other Contractors for the operation of said mosquito control services and/or take the actions provided below for bankruptcy, default, or breach of contract. Such action shall not release the Contractor from its liability to the Parish for such breach of agreement.
- (d) In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately terminate and in no event shall this contract be, or be treated as, an asset of the Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent, or fail in business, this contract may be terminated at the option of the Parish.
- (e) All terms, conditions and specifications of this contract are considered material and failure to perform any part of this contract shall be considered a breach of contract. Should Contractor fail to perform any of its contractual obligations the Parish may at its option terminate the contract ten (10) days after written notification to the Contractor to remedy the violation within said time.
- (f) In the event of termination of the contract for breach, insolvency, default or application for bankruptcy as specified above, the Parish shall have the right to forthwith take possession of all of the Contractor's equipment, facilities and records used in performance of this contract.
- (g) The Parish shall have the right to retain possession of said equipment, facilities, and records until other such items can be acquired by the Parish for operation of the system or another Contractor is engaged to perform the service.
- (h) The Parish shall have the right at its option to purchase Contractor's equipment and facilities at the depreciated fair market value thereof.

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Additional Labor - Actual cost of additional labor utilized, plus .5 times said cost. Contractor shall not bill the Parish for the regular hours worked by any permanent or full time employees of the company. A report shall be generated and attached to any billing to the Parish for this item that details the name of the employee, the dates and times of their work on this event and the description of the duties they performed. This report will apply to any overtime hours but the additional labor works as well.

(1) Contractor must give each separate mosquito borne disease outbreak or natural disaster a separate "Event Number" which can be used by the PARISH or other government agencies to track and verify the costs associated with each separate mosquito borne disease outbreak or natural disaster. All reports and/or invoices associated with each separate mosquito borne disease outbreak or natural disaster must include this event number.

(2) Contractor shall keep accurate records for all work associated with a mosquito borne disease outbreak or natural disaster. These records shall include, but not be limited to, all labor, traveling activity, scheduling, and spraying, maintenance work, computer hardware, clerical work, inspections, education, surveillance, testing, etc. These records shall be made available for inspection by the PARISH or its representatives and shall be used for the purpose of generating the invoices for this work.

(3) The CONTRACTOR further agrees to provide the PARISH with backup information to support all expenditures shown and beyond the normal requirements of the original contract as previously amended unless it is deemed proprietary business information in which case the contractor shall make this information available for the Parish to review at the contractor's primary place of business in St. Charles Parish.

12.05 Contractor Billing to Parish - The Contractor shall bill the Parish for services rendered within ten (10) days following the end of the month and the Parish shall pay the Contractor on or before the 25th day following the end of each month. Such billing and payment shall be based on 11/2 of the agreed contract rate set forth in the Contract Documents plus any approved additional compensation. The Contractor's bill shall have attached a monthly report of all activities completed, chemicals received and their disposition for the billing period.

13.00 TRANSFERABILITY OF CONTRACT

No Assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Parish Council. In the event of any assignment, the assignee shall assume the liability of the Contractor. This assignment shall be for the sale of more than 25% of the ownership of the Contractor.

14.00 BREACH OF SERVICE

As a breach of the service provided by this contract would cause serious and substantial damages to the Parish and its occupants, and the nature of this contract would require it to be performed or otherwise to be in the actual damage caused by the Parish by such breach, it is agreed that in case of breach of service the Parish President reserves the right to collect liquidated damages as specified below and unless a penalty, the amount set forth below, such sum being agreed as the amount which the Parish will be damaged by the breach of such service. The decision to seek such remedies shall not be construed as a waiver of any legal remedies the Parish may have as to any subsequent breach of service under this contract.

- (a) Supervisor employed without a certification - \$100.00 per day fine for every day employed.
- (b) Failure to perform duties on required holidays (i.e. surveillance work) - \$100.00 per violation.

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- (c) The Parish shall pay Contractor the reasonable travel costs of such equipment and facilities during the same time that it is used by the Parish, except the Parish shall not be responsible for the cost of such equipment. Liability of the Parish to the Contractor during this period shall be that of a lessor, not a lessor, and shall not be specifically exempt from such liability.

- (d) Should it become necessary for the Parish to employ an attorney to enforce the provisions of this Contract, the Contractor shall be responsible for the payment of reasonable attorney fees.

In the event that it shall become impossible or unlawful for the Contractor to continue the performance of this contract by reason of an Act of God, an act of the Legislature hereafter passed, or by an act of the Parish Council or by reason of change in the Charter of the Parish or by reason of final order by a court of record in proceedings, not initiated by or sanctioned by the Contractor, directly or indirectly, and not due to any act or negligence upon the Contractor, the Contractor shall not be liable for damages for consequences arising solely out of such impossibility.

15.00 PARISH PREFERENCE

Contractors are required to give preference in hiring to St. Charles Parish residents.

EXPANDED ENCEPHALITIS SURVEILLANCE PROTOCOL (EXHIBIT B)

Contractor shall provide surveillance for the mosquito borne viruses of St. Louis Encephalitis (SLE) and West Nile virus. It is understood and agreed that no representation or warranty of any kind is made by Contractor that it can prevent mosquitoes carrying any and/or all mosquito borne viruses or that any such virus carrying mosquitoes will be kept out of St. Charles Parish and/or that Contractor's services will eradicate such mosquitoes carrying any and/or all such viruses. However, lessons learned concerning the potential ability of an encephalitis virus to spread an increase in surveillance and so much preventive attitude. We have, therefore, taken steps above and beyond that already in place in an attempt to monitor the risk of virus transmission and prevent infections to humans. It must be recognized that, since all of these viruses enter a geographic area via infected birds, it is impossible to completely prevent their arrival. As noted by the Centers for Disease Control (CDC), "Given the limited understanding of the ecology and epidemiology of the West Nile virus in the U.S., the sporadic nature of the occurrence of arboviral encephalitis, and the limitations of preventive methods, it is expected that prevention and control measures, no matter how intensive, cannot prevent all West Nile virus infections in humans." * Much of what is expressed by CDC regarding WNV is directly applicable to SLE as indicated by their statement, "... arbovirologically, clinically, and in terms of prevention and control methods, the differences between these two viruses generally are subtle and largely academic."

The plan submitted herein is in keeping with long standing virus-monitoring efforts and contains provisions for a multi-faceted approach to surveillance of suspected vectors. The plan was submitted to and acknowledged by the Louisiana Department of Health and Hospitals (LDH) as being a very thorough and effective means of surveillance for mosquito borne diseases in this area. Since SLE and WNV are the two viruses likely to cause the greatest problems, particular attention will be paid to the prime vector, *Culiseta quinquefasciata* (the Southern House Mosquito), and the potential vector, *Aedes albopictus* (the Asian Tiger). (The term "vector" for the purpose of this document most references the Southern House Mosquito and the Asian Tiger). While the Asian Tiger has been shown to be an efficient vector of WNV in the laboratory, it has not been implicated in an actual transmission in nature. Nevertheless, both mosquitoes/pools will be targeted by this plan. Surveillance is divided into three major categories: inspection, sampling, and efficacy testing and will begin the first day of March and end the last day of October each year unless otherwise noted. This surveillance period represents an increase of four months over the original contract program.

Since the plan involves the testing of both blood and mosquito samples, it is necessary that the parties acknowledge that the Louisiana Department of Veterinary Diagnostic Laboratory (LDV) in Baton Rouge, Louisiana is the sole laboratory within the State of Louisiana which is able to provide analysis of these samples. Due to the provision of service provided for the testing of the blood and mosquito samples, Contractor shall not be liable to St. Charles Parish and/or any other party as a result of:

1. Failure of the VDL to timely and/or notify and/or to give notification to Contractor of the results of any and/or all blood and/or mosquito samples sent to its laboratory for testing;
2. The negligent and/or failure of the VDL to properly analyze any and/or all of the blood and/or mosquito samples as to the testing for encephalitis. It is specifically understood and agreed that Contractor shall have no obligation to verify and/or substantiate the testing procedures used by the VDL and/or to verify any of its results.

The parties acknowledge that the VDL is a state facility that provides the majority of the blood samples of the Southern House Mosquito and/or mosquito samples at no cost to Contractor under the St. Charles Parish. However, in the event that any such charge and/or fee becomes a condition for the evaluation of said samples, then in such event, any and/or all such charges and/or fees shall be borne by St. Charles Parish which shall pay such charges and/or fees directly to the VDL and/or such other processing agency.

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II. SAMPLING

1. **Gravid Trap:** The Gravid Trap is a sampling device designed to attract female mosquitoes that have already had a blood meal. Contractor will use seven Gravid Traps to schedule bi-weekly collections each month. Trapped specimens will be frozen, separated according to species, and forwarded to the VDL for testing.

2. **CDC Trap:** This trap pretense the same basic functions as does the Gravid Trap except it attracts mosquitoes that are seeking a blood meal as well as those that are searching for an appropriate site. Four CDC Traps will be operated to schedule bi-weekly collections each month. Resulting specimens will be processed in the same manner as those collected by Gravid Traps.

3. **Sentinel Fleck:** The use of sentinel flecks is the time-honored method of encephalitis surveillance. A total of fourteen flecks will be employed in St. Charles Parish with each fleck consisting of one to three birds. Blood samples will be extracted weekly from selected birds and tested from April through October. Depending upon the condition of the sentinel birds and the schedule of the same laboratory, specimen collection may be delayed. When a Sentinel Fleck has been determined to be positive for an encephalitis virus, Contractor will suspend further sampling of that particular flock for the balance of the season.

III. EFFICACY TESTING

Efficacy testing will be performed by mowing and post-spray evaluations of the free vector mosquito populations through the use of Gravid Traps. Additionally, tests will be conducted using laboratory reared and field captured adult vector mosquitoes placed in cages and subjected to ecological testing techniques that generate a susceptibility base-line as a reference point for future testing.

* *Arbovirology: What the Virus in the United States*. Revised Guidelines for Surveillance, Prevention, and Control. Washington Field in Chicago, North Carolina, April 2000.

** Approved by Dr. St. George of CDC while working towards approval for the control of SLE in St. Charles Parish, Louisiana 2000.

In the event that VDL ceases to provide blood sample and/or mosquito evaluation, it shall be the responsibility of St. Charles Parish to locate another facility to provide these services. St. Charles Parish shall, also, save, protect, defend, and hold Contractor harmless for any and/or claims under these and/or incidents and/or payment of such charges and/or fees for blood and/or mosquito samples submitted to the VDL on behalf of St. Charles Parish by Contractor. Contractor will, however, continue to collect mosquito samples to provide quantitative data on the vector mosquito population.

Contractor shall prior to submitting any blood samples and/or mosquito samples to the VDL or any other laboratory for evaluation advise St. Charles Parish in writing of any new fee and/or charge associated with such evaluation. St. Charles Parish shall have five working days from the date of written notice of the intended fee and/or charge to advise Contractor in writing whether or not the Parish agrees to pay such additional fee and/or charge. In the event Contractor does not receive a response within the stated fifteen period from the Parish, it shall be conclusively deemed by the parties that the St. Charles Parish desires to incur such additional charges. The Parish reserves the right to identify a resource other than VDL to perform the evaluation of the blood and/or mosquito samples of WNV and SLE.

I. INSPECTION

1. **Southern House Mosquito Inspection:** Mosquitoes will be inspected for signs of infection. Signs of infection include: swollen abdomen, enlarged ovaries, and enlarged midgut.

- A. **Signs of Infection:** Swollen abdomen, enlarged ovaries, and enlarged midgut. These signs will be inspected monthly or as frequently as necessary throughout the mosquito season to locate specific areas that are actively breeding.
- B. **Catch Basins:** While catch basins are relatively easy to inspect, making each basin a frequent target for sampling. However, any such basin containing water will be considered to be positive for mosquito breeding when they are located within one to five blocks of a Gravid and/or CDC trap location that indicates a critical vector mosquito level.

The area and frequency of inspection of storm water catch basins will be determined by the adult vector population as indicated by Gravid and CDC traps. Said efforts will be initiated when the adult vector population reaches the Critical Level of: (1) 50 Southern House Mosquitoes or 25 Asian Tigers collected by a Gravid Trap in a 12 to 24 hour trapping period, or (2) 100 Southern House Mosquitoes or 50 Asian Tigers collected by a CDC Trap in a 12 to 24 hour trapping period. These are the population levels considered critical by the Centers for Disease Control. (Note: The critical levels noted for Gravid Trap collections apply only when the specimen used is a 12-hour collection mixed with these numbers. When the specimen is a 24-hour collection, the critical levels double.)

- C. **Artificial Containment:** Sanitation enacted around the home and workplace by residents is the only solution to the control of mosquito breeding mosquitoes. We shall assist the help of residents by distributing pamphlets through local vendors, door-to-door on individual homes and other means of communication to respond to a confirmed case of a mosquito borne disease in a human, animal, flock or mosquito.

2. Asian Tiger Inspection

The natural breeding site for an Asian Tiger is a tree hole, however the species has adapted to breeding in any type of container. Experience has shown that conventional inspection methods are marginal in locating larvae, therefore, the work will center on a survey for adult Asian Tigers using Gravid Traps and Sentinel Flecks.

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EXPANDED TRANSMISSION SUPPRESSION PROTOCOL (EXHIBIT C)

Upon Contractor being notified by the Louisiana Department of Health and Hospitals (LDH) and/or the Louisiana Department of Veterinary Diagnostic Laboratory (LDV), and/or the Louisiana Department of Agriculture and/or other responsible state agency that a person within St. Charles Parish has been diagnosed with mosquito borne encephalitis and there is likelihood that this person contacted such while within said area, or notification has been given of a mosquito sample submitted by Contractor is positive for encephalitis, or notification that a blood specimen collected by Contractor from a Sentinel Fleck in the referenced area. Contractor will notify officials at Administration of the confirmation and upon authorization by the Parish President shall execute transmission suppression plan in accordance with the protocol outlined herein.

- 1) In the absence of conflicting information, the home of the infected person, trapping site, or flock location will serve as the epicenter from which inspection, sampling, and control efforts will radiate.
- 2) Personnel will be assigned to inspect the immediate area surrounding the epicenter and to continue outward for an approximate one to five city block area depending upon the geographic location, the topography, and the surrounding conditions. The purpose of the search will be to locate vector mosquitoes (the Southern House Mosquito and/or the Asian Tiger) breeding sites. Once located, the house will be addressed by releasing Mosquito Fleck, if that is feasible, or treating with bio-insecticide, if that is feasible.
- 3) While the exact address of the infected person, trapping site, or sentinel fleck location will not be divulged, residents in the area will be made aware that there is a heightened potential for encephalitis infection in their neighborhood and that personal protection measures and caution is required. This will be done by distributing informative materials within a one to five city block radius of the epicenter.
- 4) Gravid traps and/or CDC Traps will be used to sample the adult mosquito population in a one to five city block area radiating from the epicenter. The number of mosquitoes collected will serve to quantify the adult population and provide specimens to be submitted to the VDL.
- 5) During the working hours, truck mounted sprayers will be assigned to several spray zones radiating from the epicenter in an effort to reduce the vector population below the critical level as noted in Exhibit A. The efficacy of this operation will be determined through the use of Gravid and/or CDC Traps. Specimens collected will be submitted to the VDL for testing. If the reduction is not accomplished after three nights of truck spraying, aerial spraying will be used to supplement the ground spraying efforts.

St. Charles Parish recognizes that it is not possible for Contractor to prevent or guarantee that by utilizing this surveillance and/or mosquito control services submitted herein for Contractor to eradicate any and/or all mosquitoes which may come within the parish and/or which are bred within the parish and which carry one or more virus, and/or other mosquito transmitted disease which may be injurious to the health of any or more residents of St. Charles Parish and/or any persons temporarily within the parish and/or any animal in the parish. Accordingly, Contractor, and any of its employees and/or agents and/or members and/or insureds and/or contractors, shall not be held liable to St. Charles Parish and/or any one acting through the parish for any claims, and/or damages and/or liability and/or fines and/or penalties and/or costs of action arising out of and/or resulting in and/or resulting from any and/or all viruses and/or diseases and/or insects which may be caused directly and/or indirectly and/or in conjunction with any other diseases and/or virus and/or immune deficiency associated with any person, which is attributable in any fashion from the results of one or more mosquito bites, whether the effect from such bites is immediate and/or results from the cumulative effect of mosquito bites collected over time.

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14.00
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CONFIDENTIALITY
AND
EFFECTIVENESS

REFERENCES

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-11-2010 BY 60322 UCBAW

SA, CHARLES F. FISH
LITTON, MA

LITERATURE

Added as Appendix II transfer to 2019
By Bill 61, Chapter 24 Enacted
Conferences with Administrative Director
Subordinate Board November 2, 2018

Copyright Clearance and Administration Dept.
 Attention: Royce L. Moore, Sec'y, 3402

POSTAGE

Polymers 2023, 15, 1304

Paragraph 6 is hereby amended to read as follows:

Proposals shall be submitted to and be call with the Public sector before Friday, November 17, 2006, 16:00 hrs. The services comprising the proposed shall be clearly and fully stated (Budget of the General Budgetary Account).

EXIST:

Further work is to be carried out.

... Persons who he recalled at the City of the Paper Festival,
1048 90th Ave., Friday, November 17, 2006, and publicly posted and
read aloud in the General Chapters of the Paper Symposium,
1848 River Street, Helsinki, Finland at 8:00 am on the day told
him:

All other items of the 2008 Contract Disposition and Modifications shall comply with FAR 53.101-6.

This document is the property of the U.S. Coast Guard and is loaned to you. It is not to be distributed outside your agency.

Timothy J. Fial
 Timothy J. Fial
 1214 1/2 1st St. N.E.
 Atlanta, GA 30309

THE
THE
THE

Estimate supply and demand for each of the following goods and services. Indicate whether the supply curve is likely to be relatively elastic or inelastic, and whether the demand curve is likely to be relatively elastic or inelastic. Explain your answers.

Ann A. Gail

St. Charles Mosquito Control Inc.

ADVERTISING

III

GENERAL DOCUMENTS
AND
REFERENCES

References

SALES-ORIENTED COMPANY, PRODUCTION
FIRM.
NOT EMPLOYING MANUFACTURING
LABORERS

JOE
JOE, DAVID'S PARTNER
JOHN

1. **PROBLEM STATEMENT**

Admission Applied November 14, 2009
by the Chairman, 95 Emerald Park, Greenville
County, Georgia and Adjunctive Director
244 Gordon St. and November 18, 2009

by the University of Chicago Press, 1991. Pp. 240. £12.95. ISBN 0 226 01511 1.

ENST-4

■ **STRENGTH AND POWER** ■ 1-3 - 300

Proposals shall be delivered to and be kept by the Parish on or before Thursday, November 24, 2005, 1:00 p.m. The envelope containing the Proposals must be sealed and clearly marked "Proposal for the [Project Name]." b6 b7C b7D

POSITION

INSTRUMENTAL COMMUNICATION - 25

[illegible]

All other items of the 2005 Contract Documents and Specifications shall remain the same.

This article is an American work as part of the 2004 American Studies

James G. White
James G. White
President, J. G. White & Co.

[illegible]

Coastal Family School/College meets on the Atlantic City, NJ

6/12

1000

2013-0052**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)****RESOLUTION NO:** _____

A resolution adopting a Louisiana Compliance Questionnaire as a required part of St. Charles Parish's annual financial and compliance audit.

WHEREAS, The Legislative Auditor requires that a Louisiana Compliance Questionnaire be completed by the Parish and adopted by the Parish Council; and,**WHEREAS,** The questionnaire must be presented to the auditor at the beginning of the annual audit; and,**WHEREAS,** The auditor will test the accuracy of the response to the questionnaire during the course of his audit.**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby resolve that the attached Louisiana Compliance Questionnaire for St. Charles Parish be and is hereby adopted.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

LOUISIANA COMPLIANCE QUESTIONNAIRE

February 8, 2013

Carr, Riggs & Ingram, LLC
3501 N. Causeway Blvd., Suite 810
Metairie, LA 70009-6952

In connection with your audit of our financial statements of the Parish of St Charles for the year ended December 31, 2012 for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our system of internal control as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of February 8, 2013.

PART I. AGENCY PROFILE

1. Name and address of the organization.
Parish of St. Charles
P. O. Box 302
Hahnville, LA 70057
2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.
Estimated Population: 52,780 Source: The Times-Picayune
3. List names, addresses, and telephone numbers of entity officials. [Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.]

NAME	TITLE	ADDRESS	PHONE NUMBER
V. J. St. Pierre, Jr.	Parish President	41 Elmwood Drive Destrehan, LA 70047	(W) 985-783-5000 (H) 985-764-9383
Carolyn K. Schexnaydre	Councilwoman at Large, Division A	269 Schexnaydre Lane Destrehan, LA 70047	(H) 985-307-0814
Clayton "Snookie" Fauchaux	Councilman at Large, Division B	130 N. Oak Court Luling, LA 70070	(H) 985-308-0356

NAME	TITLE	ADDRESS	PHONE NUMBER
Terrell D. Wilson, Sr.	Councilman District I	154 Shaw Street Hahnville, LA 70057	(H) 985-308-0866
Shelley M. Tastet	Councilman District II	11 Cathy Drive Luling, LA 70070	(H) 985-308-1234
Wendy Benedetto	Councilwoman District III	12 W. Woodlawn Dr. Destrehan, LA 70047	(H) 985-307-0350
Paul J. Hogan	Councilman District IV	222 Down the Bayou Rd. Des Allemands, LA	(H) 985-306-0085
Larry Cochran	Councilman District V	114 Oaklawn Ridge St. Rose, LA 70087	(H) 504-305-0179
Traci A. Fletcher	Councilwoman District VI	411 Wild Rose Drive Norco, LA 70079	(H) 985-307-0120
Dennis Nuss	Councilman District VII	127 Braden Drive Luling, LA 70070	(H) 985-308-1237
Calli T. Madere	Acting Council Secretary	408 Oak Street Hahnville, LA 70057	(W) 985-783-5000 (C) 504-559-0771
Tiffany K. Clark	Council Secretary	419 Apple Street Norco, LA 70079	(W) 985-783-5000 (C) 504-913-2074
Grant M. Dussom	Finance Director	140 Carrollton Ave. Metairie, LA 70005	(W) 985-783-5000 (H) 504-838-7115
Leon C. Vial, III	Legal Director	124 Lowe Street Hahnville, LA 70057	(W) 985-783-5013 (H) 985-783-2270

4. Period of time covered by this questionnaire:
From January 1, 2012 to December 31, 2012
5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.
Article VI of the Louisiana State Constitution
6. Briefly describe the public services provided:
Local governmental services
7. Expiration date of current elected/appointed officials' terms.
January 2016

LEGAL COMPLIANCE

PART II. PUBLIC BID LAW

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.
 - A. All public works purchases exceeding \$150,000 have been publicly bid.
Yes ☒ No ☐
 - B. All material and supply purchases exceeding \$30,000 have been publicly bid.
Yes ☒ No ☐

PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, a loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.
Yes ☒ No ☐
10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980 under circumstances that would constitute a violation of R.S. 42:1119.
Yes ☒ No ☐

PART IV. LAWS AFFECTING BUDGETING

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-16) R.S. 39:33, or R.S. 39:1331-1342, as applicable:
- A. Local Budget Act
1. We have adopted a budget for the General Fund and all special revenue funds (R.S. 39:1305).
 2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the General Fund and each special revenue fund, and a budget adoption instrument that specified the chief executive's authority to make budgetary amendments without approval of the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).
 3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).
 4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).
 5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.
 6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S. 39:1309).
 7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).
 8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues

by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).

9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven—primarily federal funds—from the requirement to amend revenues.)

Yes ☒ No ☐

B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.
Yes ☒ No ☐

C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.
Yes ☒ No ☐

PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.
Yes ☒ No ☐
13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.
Yes ☒ No ☐
14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.
Yes ☒ No ☐
15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.
Yes ☒ No ☐

PART VI. MEETINGS

We have complied with the provisions of the Open Meetings Law, provided in R.S. 42:1 through 42:13.
Yes ☒ No ☐

PART VII. ASSET MANAGEMENT LAWS

16. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.
 Yes ☒ No ☐

PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS

17. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.
 Yes ☒ No ☐

PART IX. DEBT RESTRICTION LAWS

18. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.
 Yes ☒ No ☐
19. We have complied with the debt limitation requirements of state law (R.S. 39:562).
 Yes ☒ No ☐
20. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1351).
 Yes ☒ No ☐

PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS

21. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.
 Yes ☒ No ☐
22. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.
 Yes ☒ No ☐
23. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.
 Yes ☒ No ☐

PART XI. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITSPolice Juries

24. We have adopted a system of road administration that provides as follows:
- A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
 - B. Development of a capital improvement program on a selective basis, R.S. 48:755.

- C. Centralized purchasing of equipment and supplies, R.S. 48:755.
- D. Centralized accounting, R.S. 48:755.
- E. A construction program based on engineering plans and inspections, R.S. 48:755.
- F. Selective maintenance program, R.S. 48:755.
- G. Annual certification of compliance to the auditor, R.S. 48:758.
Yes ☒ No ☐

Libraries

25. We have complied with the regulations of the Louisiana State Library.
Yes ☒ No ☐

Sewerage Districts

26. We have complied with the statutory requirements of R.S. 33:3881-4159.10.
Yes ☒ No ☐

Waterworks Districts

27. We have complied with the statutory requirements of R.S. 33:3811-3837.
Yes ☒ No ☐

Drainage and Irrigation Districts

28. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38-2101-2123 (Irrigation Districts), as appropriate.
Yes ☒ No ☐

Other Special Districts

29. We have complied with those specific statutory requirements of state law applicable to Communications Districts.
Yes ☒ No ☐

The previous responses have been made to the best of our belief and knowledge.

President _____ Date _____

Council Chairman _____ Date _____

Chief Financial Officer _____ Date _____

2013-0053

INTRODUCED BY: ST. CHARLES PARISH COUNCIL
RESOLUTION NO. _____

A resolution authorizing the issuance of a Special License to Luling-Boutte Lions Club to conduct a Super Bingo.

WHEREAS, Parishes of the State of Louisiana are authorized to issue special licenses for super bingos pursuant to the authority granted by L.R.S. 4861.7; and,

WHEREAS, Section II.D. of Ordinance No. 89-4-2 provides that the Parish Council may issue by resolution special licenses for the conduct of bingo sessions at which the total amount of prizes to be awarded shall not exceed twenty-five thousand dollars (\$25,000.00) in cash or other thing(s) of value.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby authorize the issuance of a Special License to Luling-Boutte Lions Club to conduct a Super Bingo on Friday, March 1, 2013, with the total amount of prizes to be awarded not exceeding Fifteen Thousand dollars (\$15,000.00).

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

SuperBingo,Luling-Boutte/Lion 1-2013

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

December 31, 2012

ST CHARLES PARISH COUNCIL

JAN - 3 2013

DEAR COUNCIL SECTARY

PLEASE PLACE THE FOLLOWING REQUEST FOR SUPER BINGO APPROVAL FOR THE FOLLOWING LICENSED BINGO ORGANIZATION'S

✓ TUESDAY FEB 5TH 2013

ST. JOHN THE BAPTIST CATHOLIC CHURCH, EDGARD LA.

✓ FRIDAY MARCH 1ST 2013

LULING / BOULTE LIONS CLUB OF BOULTE LA.

THURSDAY APRIL 4TH 2013

WEST ST. JOHN BAND BOOSTER CLUB

PLEASE CALL WITH ANY QUESTIONS, JOHN LANDRY 985-785-1121

985-233-1701 cell

THANKS IN ADVANCE

JOHN LANDRY

BOULTE BINGO HALL

A handwritten signature in black ink, appearing to read "John Landry", written in a cursive style.

2013-0043**INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
RESOLUTION NO. _____**

A resolution requesting that the St. Charles Parish Administration send a letter to FEMA indicating that the Parish does not accept FEMA's current approach to the mapping of the Parish's non-accredited levee systems and that it prepares and submits, prior to the deadline date for appeals, an appeal to the current mapping approach which shall include supporting data and documentation upon FEMA providing the Parish with guidance regarding a revised levee analysis and mapping approach to be used in determining the impact of the non-accredited levees.

WHEREAS, an appeal is warranted due to the fact that the Parish's west bank levees were not taken into account during the preparation of the DFIRMs which resulted in higher base flood elevations than would have been realized had the levees been recognized.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request that the St. Charles Parish Administration send a letter to FEMA indicating that the Parish does not accept FEMA's current approach to the mapping of the Parish's non-accredited levee systems and that it prepares and submits, prior to the deadline date for appeals, an appeal to the current mapping approach which shall include supporting data and documentation upon FEMA providing the Parish with guidance regarding a revised levee analysis and mapping approach to be used in determining the impact of the non-accredited levees.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

Raso - FEMA DFIRM appeal - revised (02-05-13)

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2013-0054

**INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
RESOLUTION NO.**

A resolution requesting the Louisiana Department of Transportation & Development reconfigure the existing striping on the I-310 railroad overpass approaching the traffic signal light for Highway 90 eastbound in Boutte to provide for two lanes of travel.

- WHEREAS,** I-310 is a very heavily traveled roadway; and,
WHEREAS, I-310 is used on a daily basis by the citizens, workers from the numerous plants and businesses in the area, and most of all by school buses carrying hundreds of students to school; and,
WHEREAS, the single lane on the existing railroad overpass causes extreme backing up of traffic on the overpass which creates the potential for a dangerous situation with vehicles backing up on I-310; and,
WHEREAS, the striping would provide motorists with two lanes of travel on the railroad overpass of I-310 which would provide more storage area for vehicles and would allow more vehicles to pass through the intersection during the green phase; and,
WHEREAS, the request to reconfigure the existing striping to provide two lanes of travel would be the same striping configuration as the existing striping on the up ramp from Highway 90 onto I-310; and,
WHEREAS, for the safety of St. Charles Parish residents and all motorists who travel through this area of our Community, the St. Charles Council requests the re-striping of the I-310 railroad overpass approaching Highway 90 eastbound.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request the Louisiana Department of Transportation & Development reconfigure the existing striping on the I-310 railroad overpass approaching the traffic signal light for Highway 90 eastbound in Boutte to provide for two lanes of travel.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Governor Bobby Jindal, Senator Gary L. Smith, Jr., Representative Gregory A. Miller, and, Department of Transportation and Development Secretary Sherri H. LeBas requesting assistance in this matter of public safety.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

Reconfigure I-310 railroad overpass (01-01-13)

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2013-0039

**INTRODUCED BY: WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III
TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI**

RESOLUTION NO. _____

A resolution approving the contract renewal with Guidry Associates LLC, as the Legislative Liaison for the River Region Caucus, under a two year Agreement.

WHEREAS, on January 9, 2013, the members of the River Region Caucus voted to approve a two year contract renewal with Guidry Associates LLC as the Legislative Liaison, subject to Resolutions adopted by the Parish Councils of Ascension, St. James, and St. John the Baptist; and,

WHEREAS, the members of the St. Charles Parish Council agree that the services received from a Legislative Liaison have benefited the Parish.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve the contract renewal with Guidry Associates LLC, as the Legislative Liaison for the River Region Caucus, under a two year Agreement.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2013 to become effective five (5) days after publication in the Official Journal.

2013- Legislative Liaison, Guidry and Associates - 2yrs

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

chris@guidryassociates.com

This document represents an agreement of understanding between Guidry Associates LLC (Consultant) and the River Region Caucus (Client) regarding the rendering by Consultant of services to Client before the Executive and Legislative Branches of government in the State of Louisiana. Consultant will focus on tracking legislative/regulatory actions that would positively or negatively impact the River Region; and as well as other private and public sector opportunities.

1. Basic Terms:

Consultant will represent Client before all Branches of Louisiana Government and local government officials on garnering support for the region. Consultant will prepare progress reports. (weekly during Regular or Special Sessions of the Legislature)

2. Staff:

Chris Guidry, Legislative and Governmental Relations advisor will be the primary contact for Client.

3. Fees and Term of Agreement:

Fee for this scope of representation is \$28,800.00 annually (Quarterly Payments). The term of the contract will commence on April 1, 2013 and terminate no earlier than March 31, 2015. Any and all travel or entertainment costs relating to this representation must be pre-approved by the Client before those costs are incurred.

4. Cancellation:

This agreement may be terminated by either party by giving the other party a thirty day (30) written notice of termination which may be for any cause deemed in the best interest of either party. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this day _____, 2013, by their respective duly authorized Officers and/or Members.

For:
Guidry Associates LLC

For:
River Region Caucus

By: _____
Christopher A. Guidry

By: _____
Timmy Roussel, St. James Parish

Tommy Martinez, Ascension Parish

V. J. St. Pierre, St. Charles Parish

Natalie Robottom, St. John the Baptist Parish



ST. CHARLES PARISH

OFFICE OF THE COUNCIL SECRETARY

P.O. BOX 302 • HAHNVILLE, LA 70057

(985) 783-5000 • FAX (985) 783-2067

<http://www.stcharlesparish-la.gov>

2013-0045

FEBRUARY 19, 2013

PUBLIC NOTICE

A VACANCY WILL OCCUR ON THE BOARD OF COMMISSIONERS OF THE SUNSET DRAINAGE DISTRICT DUE TO THE EXPIRATION OF THE TERM OF MR. CURLIS J. MATHERNE. PERSONS INTERESTED IN OBTAINING PETITION FORMS TO BE USED FOR APPOINTMENT MAY CONTACT THE OFFICE OF THE COUNCIL SECRETARY, TIFFANY K. CLARK, COURTHOUSE, HAHNVILLE. THE DEADLINE FOR SUBMITTING PETITIONS IS APRIL 3, 2013.

PUBLISH: FEBRUARY 21, 28, 2013